

**State of New Hampshire
Department of Health and Human Services**

REQUEST FOR PROPOSALS RFP-2020-NHH-01-INSPE

FOR

**Inspections, Testing, Maintenance and Repair of Clinical
Equipment at New Hampshire Hospital**

May 2, 2019



TABLE OF CONTENTS

1. INTRODUCTION	4
1.1. Purpose and Overview	4
1.2. Request for Proposal Terminology	4
1.3. Contract Period	4
2. BACKGROUND AND REQUIRED SERVICES	4
2.1. New Hampshire DHHS, New Hampshire Hospital	4
3. STATEMENT OF WORK	5
3.1. Scope of Services	5
3.2. Staffing	7
3.3. Reporting	7
3.4. Standard Compliance	7
4. FINANCE	8
4.1. Financial Standards	8
5. PROPOSAL EVALUATION	8
5.1. Technical Proposal	8
5.2. Cost Proposal	8
6. PROPOSAL PROCESS	9
6.1. Contact Information – Sole Point of Contact	9
6.2. Procurement Timetable	9
6.3. Letter of Intent	9
6.4. Bidders’ Questions and Answers	10
6.5. RFP Amendment	10
6.6. Proposal Submission	10
6.7. Compliance	11
6.8. Non-Collusion	11
6.9. Collaborative Proposals	11
6.10. Validity of Proposals	11
6.11. Property of Department	11
6.12. Proposal Withdrawal	11
6.13. Public Disclosure	11
6.14. Non-Commitment	12
6.15. Liability	12
6.16. Request for Additional Information or Materials	12
6.17. Oral Presentations and Discussions	13
6.18. Successful Bidder Notice and Contract Negotiations	13
6.19. Scope of Award and Contract Award Notice	13
6.20. Site Visits	13
6.21. Protest of Intended Award	13
6.22. Contingency	14
7. PROPOSAL OUTLINE AND REQUIREMENTS	15
7.1. Presentation and Identification	15
7.2. Outline and Detail	16
8. MANDATORY BUSINESS SPECIFICATIONS	21
8.1. Contract Terms, Conditions and Liquidated Damages, Forms	21
9. ADDITIONAL INFORMATION	21
9.1. Appendix A – Exceptions to Terms and Conditions	21
9.2. Appendix B – Contract Minimum Requirements	21



9.3.	Appendix C – NHH Clinical Equipment List	21
9.4.	Appendix D – Budget	21
9.5.	Appendix E – Personnel Sheet	21
9.6.	Appendix F – Contract Monitoring Provisions	21



1. INTRODUCTION

1.1. Purpose and Overview

This Request for Proposals (RFP) is published to solicit proposals from vendors to provide inspections, testing, maintenance and repairs of approximately three hundred three (303) pieces of clinical equipment located at New Hampshire Hospital (NHH), as well as develop and maintain a computerized inventory control system of the equipment.

1.2. Request for Proposal Terminology

Bidder – Organization submitting a proposal in response to the RFP

DHHS or Department – Department of Health and Human Services

NHH – New Hampshire Hospital

RFP – Request for Proposals. A Request for Proposals is an invitation to submit a proposal to provide specified goods or services, where the particulars of the goods or services and the price are proposed by the vendor and, for proposals meeting or exceeding specifications, selection is according to identified criteria as provided by RSA 21-I:22-an and RSA 21-I:22-b.

SFY – State Fiscal Year. A term that begins July 1 and ends June 30.

Vendor - Contractor

1.3. Contract Period

1.3.1. The Contract resulting from this RFP will be effective July 1, 2019, or upon Governor & Executive Council approval, whichever is later, through June 30, 2021.

1.3.2. The Department may extend contracted services for up to two (2) additional years, contingent upon satisfactory vendor performance, continued funding, written agreement of the parties and approval from the Governor & Executive Council.

2. BACKGROUND AND REQUIRED SERVICES

2.1. New Hampshire DHHS, New Hampshire Hospital

2.1.1. New Hampshire Hospital (NHH) is a fully accredited, state operated, psychiatric facility located in Concord, NH. The Hospital has licensed beds serving children, adolescents, adults and the elderly with severe mental illness. New Hampshire Hospital employs a staff of approximately six hundred (600) full time and two hundred (200) part-time employees who provide all direct care, clinical support, and administrative support services.

2.1.2. New Hampshire Hospital operates approximately three hundred three (303) pieces of clinical equipment that must be maintained in accordance with The Joint Commission standard EC.02.04.03.

https://www.jointcommission.org/assets/1/6/PrePub_LifeSafetyCode_Disposition_HAP_v2.pdf



3. STATEMENT OF WORK

The selected Vendor will provide inspections, testing, maintenance and repairs to the clinical equipment at New Hampshire Hospital, (See Appendix C, NHH Equipment List). The selected Vendor will establish and maintain a computerized inventory control system, documentation and reporting system to support the Scope of Services.

3.1. Scope of Services

3.1.1. The selected Vendor will conduct semi-annual (every six months) inspections of the clinical equipment, located at New Hampshire Hospital, identified in Appendix C, NHH Equipment List.

3.1.1.1. Incoming Inspections:

3.1.1.1.1. Incoming Inspections must be performed on new clinical equipment prior to placing the equipment into service, which includes, but is not limited to electrical safety inspection and performance tests to verify the equipment is operating within specifications as advertised and is in compliance with applicable codes and standards established by the manufacturer.

3.1.1.2. Electrical Safety Inspections:

3.1.1.2.1. Electrical safety inspections will be performed on electrically powered clinical equipment to ensure equipment is within the standards as set by Underwriters Laboratories (UL LLC).

3.1.1.3. Universal Equipment Inspection Form:

3.1.1.3.1. A universal equipment inspection form will be completed for each procedure performed on a piece of equipment and given to the Director of Support Services or designee of NHH upon the completion of each visit.

3.1.1.4. Inspection Stickers:

3.1.1.4.1. Inspection stickers will be placed on each piece of clinical equipment as it is tested, indicating the date of the next service, and inspector's name.

3.1.1.4.2. Equipment that fails inspection shall be tagged accordingly and/or removed from service.

3.1.2. The selected Vendor will conduct performance testing and preventative maintenance to all the equipment identified in Appendix F on a semi-annual basis (every six months) unless otherwise agreed upon by the Hospital.

3.1.2.1. Performance tests:

3.1.2.1.1. Performance tests will be performed on clinical equipment in accordance with accepted engineering practices and the current code requirements of the National Fire Protection Association (Code 99 for Healthcare Facilities) and The Joint Commission accreditation manuals.



- 3.1.2.2. Preventative maintenance:
 - 3.1.2.2.1. Preventative maintenance shall be performed at the time of the performance test and shall include but is not limited to:
 - 3.1.2.2.1.1. Routine battery replacement;
 - 3.1.2.2.1.2. Any needed updates; and
 - 3.1.2.2.1.3. Minor repairs and adjustments.
- 3.1.2.3. Repair Services:
 - 3.1.2.3.1. Minor and major repair costs shall be specified upon agreement between the Contractor and NHH. Performance testing and incoming inspections will be performed on all repaired equipment prior to the equipment being placed back into service. Repair services are defined as follows:
 - 3.1.2.3.1.1. **Minor Repair Services:** Requires less than ½ hour of labor, and shall be performed as an integral part of this agreement.
 - 3.1.2.3.1.2. **Major Repair Services:** Requires ½ hour or more of labor, and will not be initiated until authorization is obtained from NHH.
- 3.1.3. The selected Vendor will ensure trained and certified staff is available to arrive on site no later than two (2) hours after an emergency call is placed.
 - Q1 Describe your experience performing Inspections and Performance Tests on clinical equipment.**
 - Q2 Describe your experience performing Preventative Maintenance and Repairs on clinical equipment.**
 - Q3 What is your capacity to provide all services under this RFP? Include your capacity to loan equipment when a piece of NHH equipment is being repaired or serviced.**
- 3.1.4. The selected Vendor must develop and maintain an Inventory Control System for all clinical equipment listed in Appendix C, NHH Equipment List, to monitor ongoing inventory data. The selected Vendor must:
 - 3.1.4.1. Provide clinical equipment inventory updates to NHH staff when changes occur, and on a quarterly basis at a minimum; and
 - 3.1.4.2. Generate Preventative Maintenance (PM) Schedules every six (6) months in the month prior to when maintenance is scheduled to be completed in order to facilitate efficient use of personnel hours.
 - Q4 How will you develop and maintain an Inventory Control System for clinical equipment inspections, testing, maintenance and repairs?**



3.2. Staffing

3.2.1 The selected Vendor at the request of NHH will ensure:

- 3.2.1.1 Each employee performing work in patient care areas has documentation of a criminal background check on an annual basis which demonstrates no criminal offences.
- 3.2.1.2 Each employee is available to complete a thirty (30) minute New Hampshire Hospital orientation that covers patient confidentiality, and boundaries.

Q5 *Provide your staffing plan for the services in this RFP. Include staff titles as well as required qualifications and certifications.*

3.3. Reporting

3.3.1. The selected Vendor will develop reports to monitor repairs, preventative maintenance, testing, calibrations, incoming inspections and consultations as requested by NHH and will submit the reports to the NHH Director of Support Services or designee. Required reports shall include but are not limited to:

- 3.3.1.1. Status Reports upon the completion of each on-site visit;
- 3.3.1.2. Repairs Report as requested;
- 3.3.1.3. Incoming Inspections Report at the end of each quarter;
- 3.3.1.4. Preventative Maintenance Reports on a semi-annual basis in July and December;
- 3.3.1.5. Report of Consultations monthly; and
- 3.3.1.6. Annual Program Review and Assessment Report thirty (30) days after the close of each State Fiscal Year.

Q6 *What is your ability to generate the required reporting? Provide sample reports.*

3.4. Standard Compliance

The selected Vendor must meet all information security and privacy requirements as set by the Department.

3.4.1. Contract Monitoring Provisions

- 3.4.1.1. All Bidders must complete Appendix F Contract Monitoring Provisions.
- 3.4.1.2. The Department will determine if enhanced monitoring is necessary for any selected Vendor(s).



4. FINANCE

4.1. Financial Standards

- 4.1.1. Funding will be provided through State General Funds and Other Funds (Provider and Intra-Agency).

5. PROPOSAL EVALUATION

5.1. Technical Proposal

5.1.1.	Experience (Q1-Q2)	50 Points
5.1.2.	Capacity (Q3)	200 Points
5.1.3.	Inventory Control (Q4)	25 Points
5.1.4.	Staffing (Q5)	50 Points
5.1.5.	<u>Reporting (Q6)</u>	<u>25 Points</u>

Total Technical Proposal Points Available	350 Points
--	-------------------

5.2. Cost Proposal

5.2.1.	Budget (Appendix D) & Budget Narrative	100 Points
5.2.2.	<u>Program Staff List (Appendix E)</u>	<u>50 Points</u>

Total Cost Proposal Points Available	150 Points
---	-------------------

Maximum Possible Score	500 Points
-------------------------------	-------------------



6. PROPOSAL PROCESS

6.1. Contact Information – Sole Point of Contact

The sole point of contact, the Procurement Coordinator, relative to the bid or bidding process for this RFP, from the RFP issue date until the selection of a Bidder, and approval of the resulting contract by the Governor and Executive Council is:

State of New Hampshire
Department of Health and Human Services
Marsha Lamarre
Contracts Specialist
Brown Building
129 Pleasant St.
Concord, New Hampshire 03301
Email: Marsha.Lamarre@dhhs.nh.gov
Phone: 603-271-9780

Other personnel are NOT authorized to discuss this RFP with Bidders before the proposal submission deadline. Contact regarding this RFP with any other State personnel could result in disqualification. The State will not be held responsible for oral responses to Bidders regardless of the source.

6.2. Procurement Timetable

<u>Procurement Timetable</u> <i>(All times are according to Eastern Time. DHHS reserves the right to modify these dates at its sole discretion.)</i>		
Item	Action	Date
1.	RFP Release Date	05/02/2019
2.	OPTIONAL Letter of Intent Submission Deadline	05/14/2019
3.	RFP Vendor Questions Submission Deadline	05/15/2019 by 3:00 PM
4.	DHHS Responses to Questions Published	05/21/2019
5.	Technical and Cost Bids Submission Deadline	06/04/2019 by 2:00 PM

6.3. Letter of Intent

- 6.3.1. A Letter of Intent to submit a Proposal in response to this RFP is optional and must be received by the date and time identified in Section 6.2 Procurement Timetable.
- 6.3.2. Receipt of the Letter of Intent by DHHS will be required in order to receive any correspondence regarding this RFP, any RFP amendments, in the event such are produced, or any further materials on this project, including electronic files containing tables required for response to this RFP, any addenda, corrections, schedule modifications, or notifications regarding any informational meetings for Bidders, or responses to comments or questions.



- 6.3.3. The Letter of Intent may be transmitted by e-mail to the Procurement Coordinator identified in Section 6.1, but must be followed by delivery of a paper copy within two (2) business days to the Procurement Coordinator identified in Section 6.1.
- 6.3.4. The potential Bidder is responsible for successful e-mail transmission. DHHS will provide confirmation of receipt of the Letter of Intent if the name and e-mail address or fax number of the person to receive such confirmation is provided by the Bidder.
- 6.3.5. The Letter of Intent must include the name, telephone number, mailing address and e-mail address of the Bidder's designated contact to which DHHS will direct RFP related correspondence.

6.4. Bidders' Questions and Answers

6.4.1. Bidders' Questions

- 6.4.1.1. All questions about this RFP, including but not limited to requests for clarification, additional information or any changes to the RFP must be made in writing, citing the RFP page number and part or subpart, and submitted to the Procurement Coordinator identified in Section 6.1.
- 6.4.1.2. DHHS may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.
- 6.4.1.3. The questions may be submitted by fax or e-mail; however, DHHS assumes no liability for assuring accurate and complete fax and e-mail transmissions.
- 6.4.1.4. Questions must be received by DHHS by the deadline given in Section 6.2, Procurement Timetable.

6.4.2. DHHS Answers

DHHS intends to issue responses to properly submitted questions by the deadline specified in Section 6.2, Procurement Timetable. Written answers to questions asked will be posted on the DHHS Public website (<http://www.dhhs.nh.gov/business/rfp/index.htm>). Vendors will be sent an email (to the contact identified in accepted Letters of Intent) that the Questions and Answers have been posted on the DHHS Public website. This date may be subject to change at DHHS discretion.

6.5. RFP Amendment

DHHS reserves the right to amend this RFP, as it deems appropriate prior to the Proposal Submission Deadline on its own initiative or in response to issues raised through Bidder questions. In the event of an amendment to the RFP, DHHS, at its sole discretion, may extend the Proposal Submission Deadline. Bidders who submitted a Letter of Intent will receive notification of the amendment, and the amended language will be posted on the DHHS Internet site.

6.6. Proposal Submission

- 6.6.1. Proposals submitted in response to this RFP must be received no later than the time and date specified in Section 6.2, Procurement Timetable. Proposals must be addressed for delivery to the Procurement Coordinator specified in Section 6.1, and marked with **RFP-2020-NHH-01-INSPE**.



- 6.6.2. Late submissions will not be accepted and will remain unopened. Disqualified submissions will be discarded if not re-claimed by the bidding Bidder by the time the contract is awarded. Delivery of the Proposals shall be at the Bidder's expense. The time of receipt shall be considered when a Proposal has been officially documented by DHHS, in accordance with its established policies, as having been received at the location designated above. The State accepts no responsibility for mislabeled mail. Any and all damage that may occur due to shipping shall be the Bidder's responsibility.

6.7. Compliance

Bidders must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

6.8. Non-Collusion

The Bidder's required signature on the Transmittal Cover Letter for a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and services quoted have been established without collusion with other Bidders and without effort to preclude DHHS from obtaining the best possible competitive proposal.

6.9. Collaborative Proposals

Proposals must be submitted by one organization. Any collaborating organization must be designated as subcontractor subject to the terms of Exhibit C Special Provisions (see Appendix B: Contract Minimum Requirements).

6.10. Validity of Proposals

Proposals submitted in response to this RFP must be valid for two hundred forty (240) days following the Technical and Cost Proposal Submission Deadline specified in Section 6.2, Procurement Timetable or until the effective date of any resulting contract, whichever is later. This period may be extended by mutual written agreement between the Bidder and DHHS.

6.11. Property of Department

All material property submitted and received in response to this RFP will become the property of DHHS and will not be returned to the Bidder. DHHS reserves the right to use any information presented in any Proposal provided that its use does not violate any copyrights or other provisions of law.

6.12. Proposal Withdrawal

Prior to the Technical and Cost Proposal Submission Deadline specified in Section 6.2, Procurement Timetable, a submitted Letter of Intent or Proposal may be withdrawn by submitting a written request for its withdrawal to the Procurement Coordinator specified in Section 6.1.

6.13. Public Disclosure

- 6.13.1. The content of a bidder's Proposal must remain confidential until the Governor and Executive Council have approved a contract as a result of this RFP. A Bidder's disclosure or distribution of the contents of its Proposal, other than to the State, will be grounds for disqualification at the State's sole discretion.



- 6.13.2. The content of each Bidder's Proposal, and addenda thereto, will become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of a bid in response to this RFP may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (www.nh.gov/transparentnh/). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.
- 6.13.3. Insofar as a Bidder seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Bidder must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. This should be done by separate letter identifying by page number and proposal section number the specific information the Bidder claims to be exempt from public disclosure pursuant to RSA 91-A:5.
- 6.13.4. Each Bidder acknowledges that DHHS is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. DHHS shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to New Hampshire RSA Chapter 91-A. In the event DHHS receives a request for the information identified by a Bidder as confidential, DHHS shall notify the Bidder and specify the date DHHS intends to release the requested information. Any effort to prohibit or enjoin the release of the information shall be the Bidder's responsibility and at the Bidder's sole expense. If the Bidder fails to obtain a court order enjoining the disclosure, DHHS may release the information on the date DHHS specified in its notice to the Bidder without incurring any liability to the Bidder.

6.14. Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit DHHS to award a contract. DHHS reserves the right to reject any and all Proposals or any portions thereof, at any time and to cancel this RFP and to solicit new Proposals under a new bid process.

6.15. Liability

By submitting a Letter of Intent to submit a Proposal in response to this RFP, a Bidder agrees that in no event shall the State be either responsible for or held liable for any costs incurred by a Bidder in the preparation or submittal of or otherwise in connection with a Proposal, or for work performed prior to the Effective Date of a resulting contract.

6.16. Request for Additional Information or Materials

During the period from the Technical and Cost Proposal Submission Deadline, specified in Section 6.2, Procurement Timeline, to the date of Contractor selection, DHHS may request of any Bidder additional information or materials needed to clarify information presented in the Proposal. Such a request will be issued in writing and will not provide a Bidder with an opportunity to change, extend, or otherwise amend its Proposal in intent or substance. Key personnel shall be available for interviews.



6.17. Oral Presentations and Discussions

DHHS reserves the right to require some or all Bidders to make oral presentations of their Proposal. Any and all costs associated with an oral presentation shall be borne entirely by the Bidder. Bidders may be requested to provide demonstrations of any proposed automated systems. Such a request will be in writing and will not provide a Bidder with an opportunity to change, extend, or otherwise amend its proposal in intent or substance.

6.18. Successful Bidder Notice and Contract Negotiations

- 6.18.1. If a Bidder(s) is selected, the State will notify the Successful Bidder(s) in writing of their selection and the State's desire to enter into contract negotiations. Until the State successfully completes negotiations with the selected Bidder(s), all submitted Proposals remain eligible for selection by the State. In the event contract negotiations are unsuccessful with the selected Bidder(s), the evaluation team may recommend another Bidder(s). The State will not contact Bidder(s) that are not initially selected to enter into contract negotiations.
- 6.18.2. In order to protect the integrity of the bidding process, notwithstanding RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff, concerning specific responses to requests for proposals (RFPs) from the time the request is made public until the closing date for responses except that information specifically allowed by RSA 21-G:37.

6.19. Scope of Award and Contract Award Notice

- 6.19.1. DHHS reserves the right to award a service, part of a service, group of services, or total Proposal and to reject any and all Proposals in whole or in part. The notice of the intended contract award will be sent by certified mail or overnight mail to the selected Bidder. A contract award is contingent on approval by the Governor and Executive Council.
- 6.19.2. If a contract is awarded, the Bidder must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award.

6.20. Site Visits

The Department may, at its sole discretion, at any time prior to contract award, conduct a site visit at the bidder's location or at any other location deemed appropriate by the Department, in order to determine the bidder's capacity to satisfy the terms of this RFP/RFB/RFA. The Department may also require the bidder to produce additional documents, records, or materials relevant to determining the bidder's capacity to satisfy the terms of this RFP/RFB/RFA. Any and all costs associated with any site visit or requests for documents shall be borne entirely by the bidder.

6.21. Protest of Intended Award

Any challenge of an award made or otherwise related to this RFP shall be governed by RSA 21-G:37, and the procedures and terms of this RFP. The procedure set forth in RSA 21-G:37, IV, shall be the sole remedy available to challenge any award resulting from this RFP. In the event that any legal action is brought challenging this RFP and selection process, outside of the review process identified in RSA 21-G:37, IV, and in the event that the State of New Hampshire prevails, the challenger agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.



6.22. Contingency

Aspects of the award may be contingent upon changes to State or federal laws and regulations.



7. PROPOSAL OUTLINE AND REQUIREMENTS

7.1. Presentation and Identification

7.1.1. Overview

- 7.1.1.1. Bidders are expected to examine all documentation and other requirements. Failure to observe the terms and conditions in completion of the Proposal are at the Bidder's risk and may, at the discretion of the State, result in disqualification.
- 7.1.1.2. Proposals must conform to all instructions, conditions, and requirements included in the RFP.
- 7.1.1.3. Acceptable Proposals must offer all services identified in Section 3 - Statement of Work, unless an allowance for partial scope is specifically described in Section 3, and agree to the contract conditions specified throughout the RFP.
- 7.1.1.4. Proposals should be received by the Technical and Cost Proposal Submission Deadline specified in Section 6.2, Procurement Timetable, and delivered, under sealed cover, to the Procurement Coordinator specified in Section 6.1.
- 7.1.1.5. Fax or email copies will not be accepted.
- 7.1.1.6. Bidders shall submit a Technical Proposal and a Cost Proposal.

7.1.2. Presentation

- 7.1.2.1. Original copies of Technical and Cost Proposals in separate three-ring binders.
- 7.1.2.2. Copies in a bound format (for example wire bound, coil bound, saddle stitch, perfect bound etc. at minimum stapled) NOTE: loose Proposals will not be accepted.
- 7.1.2.3. Major sections of the Proposal separated by tabs.
- 7.1.2.4. Standard eight and one-half by eleven inch (8 ½" x 11") white paper.
- 7.1.2.5. Font size of 10 or larger.

7.1.3. Technical Proposal

- 7.1.3.1. Original in 3-ring binder marked as "Original."
- 7.1.3.2. Front cover labeled with:
 - 7.1.3.2.1. Name of company / organization;
 - 7.1.3.2.2. RFP#; and
 - 7.1.3.2.3. Technical Proposal.
- 7.1.3.3. The original Transmittal Letter (described in Section 7.2.2.1) must be the first page of the Technical Proposal and marked as "Original."
- 7.1.3.4. Number of copies: Six (6) Four (4) copies in bound format marked as "Copy."
- 7.1.3.5. One (1) electronic copy (divided into folders that correspond to and are labeled the same as the hard copies) on a Memory Card/Thumb Drive.
 - 7.1.3.5.1. **NOTE:** In the event of any discrepancy between the copies, the hard copy marked "Original" will control.



7.1.3.5.2. If you do not object, include a Word version of your proposal narrative on the electronic copy.

7.1.4. Cost Proposal

7.1.4.1. Original in 3-ring binder marked as "Original."

7.1.4.2. Front cover labeled with:

7.1.4.2.1. Name of company / organization;

7.1.4.2.2. RFP#; and

7.1.4.2.3. Cost Proposal.

7.1.4.3. A copy of the Transmittal Letter marked as "Copy" as the first page of the Cost Proposal.

7.1.4.4. Number of copies: Six (6) Four (4) copies in bound format marked as "Copy."

7.1.4.5. One (1) electronic copy (divided into folders that correspond to and are labeled the same as the hard copies). NOTE: In the event of any discrepancy between the copies, the hard copy marked "Original" will control.

7.2. Outline and Detail

7.2.1. Proposal Contents – Outline

Each Proposal shall contain the following, in the order described in this section. Each of these components must be separate from the others and uniquely identified with labeled tabs.

7.2.2. Technical Proposal Contents – Detail

7.2.2.1. **Transmittal Cover Letter.** The Transmittal Cover Letter must be:

7.2.2.1.1. On the Bidding company's letterhead;

7.2.2.1.2. Signed by an individual who is authorized to bind the Bidding Company to all statements, including services and prices contained in the Proposal; and

7.2.2.1.3. Contain the following:

7.2.2.1.3.1. Identify the submitting organization;

7.2.2.1.3.2. Identify the name, title, mailing address, telephone number and email address of the person authorized by the organization to contractually obligate the organization;

7.2.2.1.3.3. Identify the name, title, mailing address, telephone number and email address of the fiscal agent of the organization;

7.2.2.1.3.4. Identify the name, title, telephone number, and e-mail address of the person who will serve as the Bidder's representative for all matters relating to the RFP;

7.2.2.1.3.5. Acknowledge that the Bidder has read this RFP, understands it, and agrees to be bound by its requirements;



- 7.2.2.1.3.6. Explicitly state acceptance of terms, conditions, and general instructions stated in Section 8 Mandatory Business Specifications, Contract Terms and Conditions;
- 7.2.2.1.3.7. Confirm that Appendix A, Exceptions to Terms and Conditions, is included in the proposal;
- 7.2.2.1.3.8. Explicitly state that the Bidder's submitted Proposal is valid for a minimum of two hundred forty (240) days from the Technical and Cost Proposal Submission Deadline specified in Section 6.2;
- 7.2.2.1.3.9. Date Proposal was submitted; and
- 7.2.2.1.3.10. Signature of authorized person.

7.2.2.2. Table of Contents

The required elements of the Proposal shall be numbered sequentially and represented in the Table of Contents.

7.2.2.3. Executive Summary. The Bidder shall submit an executive summary to:

- 7.2.2.3.1. Provide DHHS with an overview of the Bidder's organization and what is intended to be provided by the Bidder;
- 7.2.2.3.2. Demonstrate the Bidder's understanding of the services requested in this RFP and any problems anticipated in accomplishing the work;
- 7.2.2.3.3. Show the Bidder's overall design of the project in response to achieving the deliverables as defined in this RFP; and
- 7.2.2.3.4. Specifically demonstrate the Bidder's familiarity with the project elements, its solutions to the problems presented and knowledge of the requested services.

7.2.2.4. Proposal Narrative, Project Approach, and Technical Response

- 7.2.2.4.1. The Bidder must answer all questions and must include all items requested for the Proposal to be considered. The Bidder must address every section of Section 3 Statement of Work, even though certain sections may not be scored.
- 7.2.2.4.2. Responses must be in the same sequence and format as listed in Section 3 Statement of Work and must, at a minimum, cite the relevant section, subsection, and paragraph number, as appropriate.
- 7.2.2.4.3. If you do not object, include a Word version of your proposal narrative on the electronic copy.

7.2.2.5. Description of Organization

- 7.2.2.5.1. Bidders must include in their Proposal a summary of their company's organization, management and history and how the organization's experience demonstrates the ability to meet the needs of requirements in this RFP. At a minimum, respond to:
 - 7.2.2.5.1.1. General company overview;
 - 7.2.2.5.1.2. Ownership and subsidiaries;



- 7.2.2.5.1.3. Company background and primary lines of business;
- 7.2.2.5.1.4. Number of employees;
- 7.2.2.5.1.5. Headquarters and Satellite Locations;
- 7.2.2.5.1.6. Current project commitments;
- 7.2.2.5.1.7. Major government and private sector clients; and
- 7.2.2.5.1.8. Mission Statement.

7.2.2.5.2. This section must include information on:

- 7.2.2.5.2.1. The programs and activities of the organization;
- 7.2.2.5.2.2. The number of people served; and
- 7.2.2.5.2.3. Programmatic accomplishments.

7.2.2.5.3. And also include:

- 7.2.2.5.3.1. Reasons why the organization is capable of effectively completing the services outlined in the RFP; and
- 7.2.2.5.3.2. All strengths that are considered an asset to the program.

7.2.2.5.4. The Bidder should demonstrate:

- 7.2.2.5.4.1. The length, depth, and applicability of all prior experience in providing the requested services;
- 7.2.2.5.4.2. The skill and experience of staff and the length, depth and applicability of all prior experience in providing the requested services.

7.2.2.6. Bidder's References

The Proposal must include relevant information about at least three (3) similar or related contracts or subcontracts awarded to the Bidder. Particular emphasis should be placed on previous contractual experience with government agencies. DHHS reserves the right to contact any reference so identified. The information must contain the following:

- 7.2.2.6.1. Name, address, telephone number, and website of the customer;
- 7.2.2.6.2. A description of the work performed under each contract;
- 7.2.2.6.3. A description of the nature of the relationship between the Bidder and the customer;
- 7.2.2.6.4. Name, telephone number, and e-mail address of the person whom DHHS can contact as a reference; and
- 7.2.2.6.5. Dates of performance.

7.2.2.7. Staffing and Resumes

Each Bidder shall submit an organizational chart and a staffing plan for the program. For persons currently on staff with the Bidder, the Bidder shall provide names, title, qualifications and resumes. For staff to be hired, the Bidder shall describe the hiring process and the qualifications for the position and the job



description. The State reserves the right to accept or reject dedicated staff individuals.

7.2.2.8. Subcontractor Letters of Commitment (if applicable)

If subcontractors are part of this proposal, signed letters of commitment from the subcontractor are required as part of the RFP. The Bidder shall be solely responsible for meeting all requirements and terms and conditions specified in this RFP, its Proposal, and any resulting contract, regardless of whether it proposes to use any subcontractors. The Bidder and any subcontractors shall commit to the entire contract period stated within the RFP, unless a change of subcontractors is specifically agreed to by the State. The State reserves the right to approve or reject subcontractors for this project and to require the Bidder to replace subcontractors found to be unacceptable.

7.2.2.9. License, Certificates and Permits as Required

This includes: A Certificate of Good Standing or assurance of obtaining registration with the New Hampshire Office of the Secretary of State. Required licenses or permits to provide services as described in Section 3 of this RFP.

7.2.2.10. Affiliations – Conflict of Interest

The Bidder must include a statement regarding any and all affiliations that might result in a conflict of interest. Explain the relationship and how the affiliation would not represent a conflict of interest.

7.2.2.11. Required Attachments

The following are required statements that must be included with the Proposal. The Bidder must complete the correlating forms found in the RFP Appendices and submit them as the "Required Attachments" section of the Proposal.

7.2.2.11.1. Bidders Information and Declarations: Exceptions to Terms and Conditions, Appendix A.

7.2.2.11.2. Contract Monitoring Provisions, Appendix F, pages 3 and 4.

7.2.3. Cost Proposal Contents – Detail

7.2.3.1. Cost Bid Requirements

Cost proposals may be adjusted based on the final negotiations of the scope of work. See Section 4, Finance for specific requirements.

7.2.3.2. Statement of Bidder's Financial Condition

7.2.3.2.1. The organization's financial solvency will be evaluated. The Bidder's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered.

7.2.3.2.2. Each Bidder must submit audited financial statements for the four (4) most recently completed fiscal years that demonstrate the Bidder's organization is in sound financial condition. Statements must include a report by an independent auditor that expresses an unqualified or qualified opinion as to whether the accompanying financial statements are presented fairly in accordance with generally accepted accounting



principles. A disclaimer of opinion, an adverse opinion, a special report, a review report, or a compilation report will be grounds for rejection of the proposal.

7.2.3.2.3. Complete financial statements must include the following:

- 7.2.3.2.3.1. Opinion of Certified Public Accountant
- 7.2.3.2.3.2. Balance Sheet
- 7.2.3.2.3.3. Income Statement
- 7.2.3.2.3.4. Statement of Cash Flow
- 7.2.3.2.3.5. Statement of Stockholder's Equity of Fund Balance
- 7.2.3.2.3.6. Complete Financial Notes
- 7.2.3.2.3.7. Consolidating and Supplemental Financial Schedules

7.2.3.2.4. A Bidder, which is part of a consolidated financial statement, may file the audited consolidated financial statements if it includes the consolidating schedules as supplemental information. A Bidder, which is part of a consolidated financial statement, but whose certified consolidated financial statements do not contain the consolidating schedules as supplemental information, shall, in addition to the audited consolidated financial statements, file unaudited financial statements for the Bidder alone accompanied by a certificate of authenticity signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification which attests that the financial statements are correct in all material respects.

7.2.3.2.5. If a bidder is not otherwise required by either state or federal statute to obtain a certification of audit of its financial statements, and thereby elects not to obtain such certification of audit, the bidder shall submit as part of its proposal:

- 7.2.3.2.5.1. Uncertified financial statements; and
- 7.2.3.2.5.2. A certificate of authenticity which attests that the financial statements are correct in all material respects and is signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification.

7.2.3.3. Required Attachments

The following are required statements that must be included with the Proposal. The Bidder must complete the correlating forms found in the RFP Appendices and submit them as the "Required Attachments" section of the Proposal.

- 7.2.3.3.1. Budget, Appendix D
- 7.2.3.3.2. Budget Narrative
- 7.2.3.3.3. Personnel Sheet, Appendix E



8. MANDATORY BUSINESS SPECIFICATIONS

8.1. Contract Terms, Conditions and Liquidated Damages, Forms

8.1.1. Contract Terms and Conditions

The State of New Hampshire sample contract is attached; Bidder shall agree to contractual requirements as set forth in the Appendix B Sample Contract.

8.1.2. Liquidated Damages

8.1.2.1. The State intends to negotiate with the awarded vendor to include liquidated damages in the Contract in the event any deliverables are not met.

8.1.2.2. The Department and the Contractor agree that the actual damages that the Department will sustain in the event the Vendor fails to maintain the required performance standards throughout the life of the contract will be uncertain in amount and difficult and impracticable to determine. The Contractor acknowledges and agrees that any failure to achieve required performance levels by the Contractor will more than likely substantially delay and disrupt the Department's operations. Therefore, the parties agree that liquidated damages shall be determined as part of the contract specifications.

8.1.2.3. Assessment of liquidated damages shall be in addition to, and not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages applicable to any given incident.

8.1.2.4. The Department will determine compliance and assessment of liquidated damages as often as it deems reasonable necessary to ensure required performance standards are met. Amounts due the State as liquidated damages may be deducted by the State from any fees payable to the Contractor and any amount outstanding over and above the amounts deducted from the invoice will be promptly tendered by check from the Contractor to the State.

9. ADDITIONAL INFORMATION

9.1. Appendix A – Exceptions to Terms and Conditions

9.2. Appendix B – Contract Minimum Requirements

9.3. Appendix C – NHH Clinical Equipment List

9.4. Appendix D – Budget

9.5. Appendix E – Personnel Sheet

9.6. Appendix F – Contract Monitoring Provisions

EXCEPTIONS TO TERMS AND CONDITIONS

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE RFP SPECIFICATIONS. IF A RESPONDER MATERIALLY DEVIATES FROM A RFP SPECIFICATION, ITS PROPOSAL MAY BE REJECTED.

INSTRUCTIONS: Responders must explicitly list all exceptions to State of NH minimum terms and conditions. Reference the actual number of the State's term and condition and Exhibit number for which an exception(s) is being taken. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the Responder must sign and date this form and submit it as part of their Proposal. *(Add additional pages if necessary.)*

Responder Name:	
<u>Term & Condition Number/Provision</u>	<u>Explanation of Exception</u>

Date _____

Subject: _____

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="text-align: center;">[Seal]</div>			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature <div style="text-align: right;">Date: _____</div>		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (<i>if applicable</i>) <div style="display: flex; justify-content: space-between;"> By: _____ Director, On: _____ </div>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (<i>if applicable</i>) <div style="display: flex; justify-content: space-between;"> By: _____ On: _____ </div>			
1.18 Approval by the Governor and Executive Council (<i>if applicable</i>) <div style="display: flex; justify-content: space-between;"> By: _____ On: _____ </div>			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS **US DEPARTMENT OF EDUCATION - CONTRACTORS** **US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
 NH Department of Health and Human Services
 129 Pleasant Street,
 Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Appendix B
New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

Date

Name:
Title:

**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

Date

Name:
Title:



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

Date

Name:
Title:



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
 FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
 WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials _____

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections

Appendix B
New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

Date

Name:
Title:

Exhibit G

Contractor Initials _____

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: _____

Date

Name:
Title:



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
- I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

**Exhibit I**

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

The State

Name of the Contractor

Signature of Authorized Representative

Signature of Authorized Representative

Name of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Title of Authorized Representative

Date

Date

**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

Date

Name:
Title:

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: _____
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

_____ NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

New Hampshire Department of Health and Human Services**Exhibit K****DHHS Information Security Requirements****A. Definitions**

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

New Hampshire Department of Health and Human Services**Exhibit K****DHHS Information Security Requirements**

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

New Hampshire Department of Health and Human Services**Exhibit K****DHHS Information Security Requirements**

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

New Hampshire Department of Health and Human Services**Exhibit K****DHHS Information Security Requirements**

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

New Hampshire Department of Health and Human Services**Exhibit K****DHHS Information Security Requirements**

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services**Exhibit K****DHHS Information Security Requirements**

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services**Exhibit K****DHHS Information Security Requirements**

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services**Exhibit K****DHHS Information Security Requirements**

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services**Exhibit K****DHHS Information Security Requirements**

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacyOfficer@dhhs.nh.gov

Equipment Inventory Report

NHH-NEW HAMPSHIRE HOSPITAL

Report Description: This report displays the Equipment Inventory information.

ePHI	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	02417529	02417529	MONITOR,SPO2	16-93651	Finger Pulse Oximeter	MCKELOR TECHNOLOGIE S LTD	NHH	NONE	NONE	10
	02417532	02417532	MONITOR,SPO2	16-93651	Finger Pulse Oximeter	MCKELOR TECHNOLOGIE S LTD	NHH	NONE	NONE	10
	02417548	02417548	MONITOR,SPO2	16-93651	Finger Pulse Oximeter	MCKELOR TECHNOLOGIE S LTD	NHH	NONE	NONE	10
	02417549	02417549	MONITOR,SPO2	16-93651	Finger Pulse Oximeter	MCKELOR TECHNOLOGIE S LTD	NHH	NONE	NONE	10
	02424924	02424924	MONITOR,SPO2	16-93651	Finger Pulse Oximeter	MCKELOR TECHNOLOGIE S LTD	NHH	NONE	NONE	10
	02424937	02424937	MONITOR,SPO2	16-93651	Finger Pulse Oximeter	MCKELOR TECHNOLOGIE S LTD	NHH	NONE	NONE	10
	02424938	02424938	MONITOR,SPO2	16-93651	Finger Pulse Oximeter	MCKELOR TECHNOLOGIE S LTD	NHH	NONE	NONE	10
	02424939	02424939	MONITOR,SPO2	16-93651	Finger Pulse Oximeter	MCKELOR TECHNOLOGIE S LTD	NHH	NONE	NONE	10
	02424940	02424940	MONITOR,SPO2	16-93651	Finger Pulse Oximeter	MCKELOR TECHNOLOGIE S LTD	NHH	NONE	NONE	10
	02424941	02424941	MONITOR,SPO2	16-93651	Finger Pulse Oximeter	MCKELOR TECHNOLOGIE S LTD	NHH	NONE	NONE	10

* - Inactive, Int - Next Scheduled Interval, Risk - Risk Factor, DI - Device Inclusion



1/4/2019 12:54:39 PM

HEMS Enterprise

Equipment Inventory Report

NHH-NEW HAMPSHIRE HOSPITAL

Report Description: This report displays the Equipment Inventory information.

ePHI	Control #	Serial #	Eq Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	104815		OTO/OPTHALMOSCO PE	74710	74710	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	E148A	NONE	7
	104817		OTO/OPTHALMOSCO PE	74710	74710	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	D148A	NONE	7
	104818		OTO/OPTHALMOSCO PE	74710	74710	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	G248A	NONE	7
	104819		OTO/OPTHALMOSCO PE	74710	74710	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	F148	NONE	7
	104820		OTO/OPTHALMOSCO PE	74710	74710	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	WAREHOUSE	NONE	7
	104821		OTO/OPTHALMOSCO PE	74710	74710	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	H248A	NONE	7
	105173	12210478	INFUSION PUMP	PLUM XL	PLUM XL	HOSPIRA INC	NHH	J257	NONE	12
	105174	12210460	INFUSION PUMP	PLUM XL	PLUM XL	HOSPIRA INC	NHH	J257	NONE	12

* - Inactive, Int - Next Scheduled Interval, Risk - Risk Factor, DI - Device Inclusion



1/4/2019 12:54:39 PM

HEMS Enterprise

Equipment Inventory Report

NHH-NEW HAMPSHIRE HOSPITAL

Report Description: This report displays the Equipment Inventory information.

ePHI	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	105801	2115505000861	THERMOMETER,INF RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDICAL RESEARCH LABS)	NHH	NERS	NONE	11
	105938		OTO/OPTHALMOSCO PE	74710	74710	WELCH ALLYN INC (TYCOS,MEDICAL RESEARCH LABS)	NHH	J257	NONE	7
	105972	15099-M157	ASPIRATOR	88-00-01	88-00-01	LAERDAL MEDICAL CORP (CARDIAC RESUSCITATOR CORP)	NHH	WAREHOUSE	NONE	10
	12448	110500043059	NEBULIZER	S3000*	S3000*	SCHUCO INC	NHH	NONE	NONE	12
	12450	110500043207	NEBULIZER	S3000*	S3000*	SCHUCO INC	NHH	NONE	NONE	12
	1610170E5C	1610170E5C	ALARM,PATIENT,LOC ATION	72100	Bed_Check Cordless	STANLEY HEALTHCARE SOLUTIONS	NHH	NONE	NONE	14
	201180	PL159671	ASPIRATOR	880020	880020	LAERDAL MEDICAL CORP (CARDIAC RESUSCITATOR CORP)	NHH	NERS	NONE	10
	201283	PL159415	ASPIRATOR	880020	880020	LAERDAL MEDICAL CORP (CARDIAC RESUSCITATOR CORP)	NHH	H248A	NONE	10

* - Inactive, Int - Next Scheduled Interval, Risk - Risk Factor, DI - Device Inclusion



Equipment Inventory Report

NHH-NEW HAMPSHIRE HOSPITAL

Report Description: This report displays the Equipment Inventory information.





ePHI	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	201284	PL159412	ASPIRATOR	880020	880020	LAERDAL MEDICAL CORP (CARDIAC RESUSCITATO R CORP)	NHH	WAREHOUSE	NONE	10
	201285	PL159417	ASPIRATOR	880020	880020	LAERDAL MEDICAL CORP (CARDIAC RESUSCITATO R CORP)	NHH	F148	NONE	10
	201286	PL159419	ASPIRATOR	880020	880020	LAERDAL MEDICAL CORP (CARDIAC RESUSCITATO R CORP)	NHH	D148A	NONE	10
	201287	PL159414	ASPIRATOR	880020	880020	LAERDAL MEDICAL CORP (CARDIAC RESUSCITATO R CORP)	NHH	G UNIT	NONE	10
	201288	PL159418	ASPIRATOR	880020	880020	LAERDAL MEDICAL CORP (CARDIAC RESUSCITATO R CORP)	NHH	WAREHOUSE	NONE	10
	201289	PL159416	ASPIRATOR	880020	880020	LAERDAL MEDICAL CORP (CARDIAC RESUSCITATO R CORP)	NHH	C148A	NONE	10
	201290		MONITOR,SPO2	2500	2500	NONIN MEDICAL INC	NHH	E143A	NONE	10



Equipment Inventory Report

NHH-NEW HAMPSHIRE HOSPITAL

Report Description: This report displays the Equipment Inventory information.

ePHI	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	201291	123803989	MONITOR,SPO2	2500	2500	NONIN MEDICAL INC	NHH	WAREHOUSE	NONE	10
	201292	123804013	MONITOR,SPO2	2500	2500	NONIN MEDICAL INC	NHH	C/D UNITS	NONE	10
	201293	123804021	MONITOR,SPO2	2500	2500	NONIN MEDICAL INC	NHH	G UNIT	NONE	10
	201294	123803978	MONITOR,SPO2	2500	2500	NONIN MEDICAL INC	NHH	H UNIT	NONE	10
	201581	04G720603	CONCENTRATOR,OX YGEN	IRC5LX	IRC5LX	INVACARE CORP	NHH	ISU	NONE	13
	201721	10106412726	THERMOMETER,INF RARED	PRO3000	PRO3000	WELCH ALLYN INC (TYCOS,MEDICAL RESEARCH LABS)	NHH	NERS	NONE	11
	201725	04339039	THERMOMETER,ELE CTRONIC	692	692	WELCH ALLYN INC (TYCOS,MEDICAL RESEARCH LABS)	NHH	D UNIT	NONE	10
	201726	04339043	THERMOMETER,ELE CTRONIC	692	692	WELCH ALLYN INC (TYCOS,MEDICAL RESEARCH LABS)	NHH	G UNIT	NONE	10
	201727	04339046	THERMOMETER,ELE CTRONIC	692	692	WELCH ALLYN INC (TYCOS,MEDICAL RESEARCH LABS)	NHH	G UNIT	NONE	10

* - Inactive, Int - Next Scheduled Interval, Risk - Risk Factor, DI - Device Inclusion



1/4/2019 12:54:39 PM

HEMS Enterprise

Equipment Inventory Report

NHH-NEW HAMPSHIRE HOSPITAL

Report Description: This report displays the Equipment Inventory information.

ePHI	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	201728	04339051	THERMOMETER,ELE CTRONIC	692	692	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	WAREHOUSE	NONE	10
	201731		THERMOMETER,ELE CTRONIC	692	692	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	I UNIT	NONE	10
	201732	04339065	THERMOMETER,ELE CTRONIC	692	692	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	E UNIT	NONE	10
	201733	04339069	THERMOMETER,ELE CTRONIC	692	692	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	E UNIT	NONE	10
	201734	04339070	THERMOMETER,ELE CTRONIC	692	692	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	B125	NONE	10
	201735	04339071	THERMOMETER,ELE CTRONIC	692	692	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	WAREHOUSE	NONE	10
	201811	X041043473	DEFIBRILLATOR,AUT OMATED	AED PLUS	AED PLUS	ZOLL MEDICAL CORP(ZMI CORP, INFUSION DYNAMICS)	NHH	E/F UNIT	NONE	16
	201812	X041050170	DEFIBRILLATOR,AUT OMATED	AED PLUS	AED PLUS	ZOLL MEDICAL CORP(ZMI CORP, INFUSION DYNAMICS)	NHH	C UNIT	NONE	16

* - Inactive, Int - Next Scheduled Interval, Risk - Risk Factor, DI - Device Inclusion



1/4/2019 12:54:39 PM

HEMS Enterprise

Equipment Inventory Report

NHH-NEW HAMPSHIRE HOSPITAL

Report Description: This report displays the Equipment Inventory information.

ePHI	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	201813	X04C030778	DEFIBRILLATOR,AUT OMATED	AED PLUS	AED PLUS	ZOLL MEDICAL CORP(ZMI CORP, INFUSION DYNAMICS)	NHH	MEDICAL	NONE	16
	201814	X04I050167	DEFIBRILLATOR,AUT OMATED	AED PLUS	AED PLUS	ZOLL MEDICAL CORP(ZMI CORP, INFUSION DYNAMICS)	NHH	H UNIT	NONE	16
	201815	X04I050160	DEFIBRILLATOR,AUT OMATED	AED PLUS	AED PLUS	ZOLL MEDICAL CORP(ZMI CORP, INFUSION DYNAMICS)	NHH	SECURITY	NONE	16
	201816	X04L050151	DEFIBRILLATOR,AUT OMATED	AED PLUS	AED PLUS	ZOLL MEDICAL CORP(ZMI CORP, INFUSION DYNAMICS)	NHH	PAC LOBBY K216	NONE	16
	201817	X04I043478	DEFIBRILLATOR,AUT OMATED	AED PLUS	AED PLUS	ZOLL MEDICAL CORP(ZMI CORP, INFUSION DYNAMICS)	NHH	E UNIT	NONE	16
	201818	X04L050159	DEFIBRILLATOR,AUT OMATED	AED PLUS	AED PLUS	ZOLL MEDICAL CORP(ZMI CORP, INFUSION DYNAMICS)	NHH	J UNIT RM 257	NONE	16
	201819	X04I043467	DEFIBRILLATOR,AUT OMATED	AED PLUS	AED PLUS	ZOLL MEDICAL CORP(ZMI CORP, INFUSION DYNAMICS)	NHH	Safety Managers office	NONE	16
	202065	X05I068791	DEFIBRILLATOR,AUT OMATED	AED PLUS	AED PLUS	ZOLL MEDICAL CORP(ZMI CORP, INFUSION DYNAMICS)	NHH	M.E.T.	NONE	16





* - Inactive, Int - Next Scheduled Interval, Risk - Risk Factor, DI - Device Inclusion



Equipment Inventory Report

NHH-NEW HAMPSHIRE HOSPITAL

Report Description: This report displays the Equipment Inventory information.

ePHI	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	202157		MONITOR,SPO2	2500	2500	NONIN MEDICAL INC	NHH	J256	NONE	10
	202158	129105325	MONITOR,SPO2	2500	2500	NONIN MEDICAL INC	NHH	E/F UNIT	NONE	10
	202159	5520282320071 5580	MONITOR,SPO2	2500	2500	NONIN MEDICAL INC	NHH	C143A	NONE	10
	202160	129105584	MONITOR,SPO2	2500	2500	NONIN MEDICAL INC	NHH	G/H UNITS	NONE	10
	202161	E07606-0053	SCALE,ADULT	758C	758C	DETECTO SCALE CO DIV CARDINAL SCALE MFG CO	NHH	F148A	NONE	10
	202243	06CSZ366397	CONCENTRATOR,OX YGEN	IRC5LX	IRC5LX	INVACARE CORP	NHH	J257	NONE	13
	202244	06DF026771	CONCENTRATOR,OX YGEN	IRC5LX	IRC5LX	INVACARE CORP	NHH	J UNIT RM 257	NONE	13
	202248	200722141	MONITOR,NIBP,SPO2 ,TEMP	SPOT VITAL SIGNS	SPOT VITAL SIGNS	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	J UNIT	NONE	10
	202250	E11806-0556	SCALE,ADULT	758C	758C	DETECTO SCALE CO DIV CARDINAL SCALE MFG CO	NHH	G248A	NONE	10



Equipment Inventory Report

NHH-NEW HAMPSHIRE HOSPITAL

Report Description: This report displays the Equipment Inventory information.

ePHI	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	202260	11105675829	THERMOMETER,ELE CTRONIC	04000-200	PRO 4000	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	E UNIT	NONE	10
	202261	11105680183	THERMOMETER,ELE CTRONIC	04000-200	PRO 4000	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	NERS	NONE	10
	202262	11105650726	THERMOMETER,ELE CTRONIC	04000-200	PRO 4000	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	WAREHOUSE	NONE	10
	202263	11105672592	THERMOMETER,ELE CTRONIC	04000-200	PRO 4000	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	CONFERENC E ROOMS K WING	NONE	10
	202291	E12606-0065	SCALE,ADULT	758C	758C	DETECTO SCALE CO DIV CARDINAL SCALE MFG CO	NHH	J202	NONE	10
	202301	06177930	THERMOMETER,ELE CTRONIC	692	692	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	WAREHOUSE	NONE	10
	202318	06FF008475	CONCENTRATOR,OX YGEN	IRC5LX	IRC5LX	INVACARE CORP	NHH	NONE	NONE	13
	202319	E15706-0045	SCALE,ADULT	758C	758C	DETECTO SCALE CO DIV CARDINAL SCALE MFG CO	NHH	E148A	NONE	10

* - Inactive, Int - Next Scheduled Interval, Risk - Risk Factor, DI - Device Inclusion



1/4/2019 12:54:39 PM

HEMS Enterprise

Equipment Inventory Report

NHH-NEW HAMPSHIRE HOSPITAL

Report Description: This report displays the Equipment Inventory information.

ePHI	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	202320	E15706-0053	SCALE,ADULT	758C	758C	DETECTO SCALE CO DIV CARDINAL SCALE MFG CO	NHH	C148A	NONE	10
	202321	E15206-0150	SCALE,ADULT	758C	758C	DETECTO SCALE CO DIV CARDINAL SCALE MFG CO	NHH	D148A	NONE	10
	202402	LP1005013	ASPIRATOR	880020	880020	LAERDAL MEDICAL CORP (CARDIAC RESUSCITATO R CORP)	NHH	J224A	NONE	10
	202403	LP1005015	ASPIRATOR	880020	880020	LAERDAL MEDICAL CORP (CARDIAC RESUSCITATO R CORP)	NHH	F148A	NONE	10
	202404	LP1005010	ASPIRATOR	880020	880020	LAERDAL MEDICAL CORP (CARDIAC RESUSCITATO R CORP)	NHH	J229A	NONE	10
	202823	200715580	MONITOR,NIBP, TEMP SPO2 SIGNS	SPOT VITAL SIGNS	SPOT VITAL SIGNS	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	WAREHOUSE	NONE	10
	202827	E21307-0249	SCALE,ADULT	NO MODEL- DETECTO SCALE 01	NO MODEL- DETECTO SCALE 01	DETECTO SCALE CO DIV CARDINAL SCALE MFG CO	NHH	Storage Laundry Building	NONE	10

* - Inactive, Int - Next Scheduled Interval, Risk - Risk Factor, DI - Device Inclusion



1/4/2019 12:54:39 PM

HEMS Enterprise

Equipment Inventory Report

NHH-NEW HAMPSHIRE HOSPITAL

Report Description: This report displays the Equipment Inventory information.

ePHI	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	202884	E31807-0151	SCALE,ADULT	750	DISPLAY FOR SCALE	DETECTO SCALE CO DIV CARDINAL SCALE MFG CO	NHH	Storage Laundry Building	NONE	10
	202885	E30307-0044	SCALE,ADULT	750	DISPLAY FOR SCALE	DETECTO SCALE CO DIV CARDINAL SCALE MFG CO	NHH	H248A	NONE	10
	202890	200722131	MONITOR,NIBP,SPO2 ,TEMP	SPOT VITAL SIGNS	SPOT VITAL SIGNS	WELCH ALLYN INC (TYCOS,MEDICAL RESEARCH LABS)	NHH	NERS	NONE	10
	202978	005160	FILTER SYSTEM	2065-03	Helmet	Maxair-Systems	NHH	NONE	NONE	5
	203063	0202311	BED,ELECTRIC	Elete Riser Bed	Bed	NOA MEDICAL INDUSTRIES	NHH	B UNIT	NONE	12
	203064	0202315	BED,ELECTRIC	Elete Riser Bed	Bed	NOA MEDICAL INDUSTRIES	NHH	B UNIT	NONE	12
	203065	0202313	BED,ELECTRIC	Elete Riser Bed	Bed	NOA MEDICAL INDUSTRIES	NHH	B UNIT	NONE	12
	203066	0202314	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE	11
	203157	005145	FILTER SYSTEM	2065-03	Helmet	Maxair-Systems	NHH	NONE	NONE	5
	203161	005142	FILTER SYSTEM	2065-03	Helmet	Maxair-Systems	NHH	NONE	NONE	5

* - Inactive, Int - Next Scheduled Interval, Risk - Risk Factor, DI - Device Inclusion



1/4/2019 12:54:39 PM

HEMS Enterprise

Equipment Inventory Report

NHH-NEW HAMPSHIRE HOSPITAL

Report Description: This report displays the Equipment Inventory information.

ePHI	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	203172	A195080	THERMOMETER,INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	NHH	B125	NONE	11
	203175	A195993	THERMOMETER,INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	NHH	NERS	NONE	11
	203225	A215306	THERMOMETER,INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	NHH	C UNIT	NONE	11
	203227	A199507	THERMOMETER,INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	NHH	H UNIT	NONE	11
	203229	217313	THERMOMETER,INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	NHH	E UNIT	NONE	11
	203230		THERMOMETER,INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	NHH	G/H UNITS	NONE	11
	203231		THERMOMETER,INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	NHH	G UNIT	NONE	11
	203237	A217737	THERMOMETER,INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	NHH	E/F UNIT	NONE	11

* - Inactive, Int - Next Scheduled Interval, Risk - Risk Factor, DI - Device Inclusion



1/4/2019 12:54:39 PM

HEMS Enterprise

Equipment Inventory Report

NHH-NEW HAMPSHIRE HOSPITAL

Report Description: This report displays the Equipment Inventory information.

ePHI	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	203275	A199507	STRETCHER, HYDRA ULIC	PowerFlexx+	PowerFlexx+	FERNO-WASHINGTON INC	NHH	J UNIT	NONE	8
	203280	0202314 203283	BED, ELECTRIC, SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE	11
	203304	C13040581	PUMP, ENTERAL FEEDING	KANGAROO PET PET	KANGAROO PET PET	COVIDIEN (TYCO HEALTHCARE GROUP LP)	NHH	G248A	NONE	10
	203305	C1363692	PUMP, ENTERAL FEEDING	KANGAROO PET PET	KANGAROO PET PET	COVIDIEN (TYCO HEALTHCARE GROUP LP)	NHH	NONE	NONE	10
	203306	C13051586	PUMP, ENTERAL FEEDING	KANGAROO PET PET	KANGAROO PET PET	COVIDIEN (TYCO HEALTHCARE GROUP LP)	NHH	NONE	NONE	10
	203307	C13050278	PUMP, ENTERAL FEEDING	KANGAROO PET PET	KANGAROO PET PET	COVIDIEN (TYCO HEALTHCARE GROUP LP)	NHH	J257	NONE	10
	203314	A345723	THERMOMETER, INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	NHH	STOCK ROOM	NONE	11
	203315	A345724	THERMOMETER, INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	NHH	J UNIT	NONE	11

* - Inactive, Int - Next Scheduled Interval, Risk - Risk Factor, DI - Device Inclusion



1/4/2019 12:54:39 PM

HEMS Enterprise

Equipment Inventory Report

NHH-NEW HAMPSHIRE HOSPITAL

Report Description: This report displays the Equipment Inventory information.

ePHI	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	203316	A345720	THERMOMETER,INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	NHH	J UNIT	NONE	11
	21154020004	2115402000463	THERMOMETER,INF RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	NERS	NONE	11
	21155050007	2115505000754	THERMOMETER,INF RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	NERS	NONE	11
	21155050007	2115505000784	THERMOMETER,INF RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	NERS	NONE	11
	21155050007	2115505000789	THERMOMETER,INF RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	NERS	NONE	11
	21155050007	2115505000791	THERMOMETER,INF RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	NERS	NONE	11
	21155050007	2115505000794	THERMOMETER,INF RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	NERS	NONE	11
	21155050007	2115505000797	THERMOMETER,INF RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	NERS	NONE	11

* - Inactive, Int - Next Scheduled Interval, Risk - Risk Factor, DI - Device Inclusion



1/4/2019 12:54:39 PM

HEMS Enterprise

Equipment Inventory Report

NHH-NEW HAMPSHIRE HOSPITAL

Report Description: This report displays the Equipment Inventory information.

ePHI	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	21155050007 98	2115505000798	THERMOMETER,INF RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	NERS	NONE	11
	21155050008 01	2115505000801	THERMOMETER,INF RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	NERS	NONE	11
	21155050008 02	2115505000802	THERMOMETER,INF RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	NERS	NONE	11
	21155050008 03	2115505000803	THERMOMETER,INF RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	NERS	NONE	11
	21155050008 04	2115505000804	THERMOMETER,INF RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	NERS	NONE	11
	21155050008 06	2115505000806	THERMOMETER,INF RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	NERS	NONE	11
	21155050008 89	2115505000889	THERMOMETER,INF RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	NERS	NONE	11
	21155050008 99	2115505000899	THERMOMETER,INF RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	NERS	NONE	11

* - Inactive, Int - Next Scheduled Interval, Risk - Risk Factor, DI - Device Inclusion



1/4/2019 12:54:39 PM

HEMS Enterprise

Equipment Inventory Report

NHH-NEW HAMPSHIRE HOSPITAL

Report Description: This report displays the Equipment Inventory information.

ePHI	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	21155050009	2115505000908	THERMOMETER,INF RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	NERS	NONE	11
	21155050009	2115505000913	THERMOMETER,INF RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	NERS	NONE	11
	21155050009	2115505000915	THERMOMETER,INF RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	NERS	NONE	11
	21155050009	2115505000917	THERMOMETER,INF RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	Professional Development	NONE	11
	21155050009	2115505000921	THERMOMETER,INF RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	NERS	NONE	11
	21155050009	2115505000923	THERMOMETER,INF RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	NERS	NONE	11
	21155050009	2115505000924	THERMOMETER,INF RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	NERS	NONE	11
	21155050009	2115505000944	THERMOMETER,INF RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	NERS	NONE	11

* - Inactive, Int - Next Scheduled Interval, Risk - Risk Factor, DI - Device Inclusion



1/4/2019 12:54:39 PM

HEMS Enterprise

Equipment Inventory Report

NHH-NEW HAMPSHIRE HOSPITAL

Report Description: This report displays the Equipment Inventory information.

ePHI	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	21155050009	2115505000950	THERMOMETER,INF RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	NERS	NONE	11
	21155050010	2115505001056	THERMOMETER,INF RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	NERS	NONE	11
	301336	301336	STRETCHER, HYDRA ULIC	PowerFlexx+	PowerFlexx+	FERNO- WASHINGTON INC	NHH	G UNIT	NONE	8
	301343	301343	STRETCHER, HYDRA ULIC	PowerFlexx+	PowerFlexx+	FERNO- WASHINGTON INC	NHH	D UNIT	NONE	8
	301588	301588	STRETCHER, HYDRA ULIC	PowerFlexx+	PowerFlexx+	FERNO- WASHINGTON INC	NHH	E/F UNIT	NONE	8
	301600	PG700018	LIFT, PATIENT	FGA-700	FGA-700	PRISM MEDICAL (WAVERLY GLEN)	NHH	J UNIT	NONE	10
	303221	040079	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE	11
	304710	051041	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE	11
	304736	051050	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE	11
	305219	1000007683	BED,ELECTRIC	BARI10A5AL	BARIATRIC BED	JOERNS	NHH	NONE	NONE	12

* - Inactive, Int - Next Scheduled Interval, Risk - Risk Factor, DI - Device Inclusion



1/4/2019 12:54:40 PM

HEMS Enterprise

Equipment Inventory Report

NHH-NEW HAMPSHIRE HOSPITAL

Report Description: This report displays the Equipment Inventory information.

ePHI	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	305220	040078	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE	11
	305222	040077	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE	11
	305247	001435- M17100290001	DOPPLER FLOW PATTERNS	SONOTRAX	VASCULAR DOPPLER	EDAN INSTRUMENTS, INC	NHH	E/F UNIT	NONE	9
	305248	WLS314MS062 9	STIMULATOR,THERA PEUTIC	GF3	GF3	GRAHAM-FIELD INC	NHH	NONE	NONE	12
	305281	A633735	THERMOMETER,INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	NHH	J UNIT	NONE	11
	305312	A634089	THERMOMETER,INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	NHH	J UNIT	NONE	11
	305313	A632183	THERMOMETER,INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	NHH	J UNIT	NONE	11
	305314	A634122	THERMOMETER,INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	NHH	J UNIT	NONE	11
	305315	A633306	THERMOMETER,INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	NHH	J UNIT	NONE	11

* - Inactive, Int - Next Scheduled Interval, Risk - Risk Factor, DI - Device Inclusion



1/4/2019 12:54:40 PM

HEMS Enterprise

Equipment Inventory Report

NHH-NEW HAMPSHIRE HOSPITAL

Report Description: This report displays the Equipment Inventory information.

ePHI	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	305317	10000043043	BED,ELECTRIC	BARI10A5AL	BARIATRIC BED	JOERNS	NHH	NONE	NONE	12
	305330		SHAVER,ELECTRIC	9681		3M(ARIZANT HEALTHCARE, INC.,)	NHH	NONE	NONE	8
	305331		SHAVER,ELECTRIC	9681		3M(ARIZANT HEALTHCARE, INC.,)	NHH	NONE	NONE	8
	305332		SHAVER,ELECTRIC	9681		3M(ARIZANT HEALTHCARE, INC.,)	NHH	NONE	NONE	8
	305333		SHAVER,ELECTRIC	9681		3M(ARIZANT HEALTHCARE, INC.,)	NHH	NONE	NONE	8
	305334		SHAVER,ELECTRIC	9681		3M(ARIZANT HEALTHCARE, INC.,)	NHH	NONE	NONE	8
	305335		SHAVER,ELECTRIC	9681		3M(ARIZANT HEALTHCARE, INC.,)	NHH	NONE	NONE	8
	305336		SHAVER,ELECTRIC	9681		3M(ARIZANT HEALTHCARE, INC.,)	NHH	NONE	NONE	8
	305337		SHAVER,ELECTRIC	9681		3M(ARIZANT HEALTHCARE, INC.,)	NHH	NONE	NONE	8
	305338		SHAVER,ELECTRIC	9681		3M(ARIZANT HEALTHCARE, INC.,)	NHH	NONE	NONE	8

* - Inactive, Int - Next Scheduled Interval, Risk - Risk Factor, DI - Device Inclusion



Equipment Inventory Report

NHH-NEW HAMPSHIRE HOSPITAL

Report Description: This report displays the Equipment Inventory Information.

ePHI	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	305339		SHAVER,ELECTRIC	9681		3M(ARIZANT HEALTHCARE, INC.,)	NHH	NONE	NONE	8
	305340		SHAVER,ELECTRIC	9681		3M(ARIZANT HEALTHCARE, INC.,)	NHH	NONE	NONE	8
	305341		SHAVER,ELECTRIC	9681		3M(ARIZANT HEALTHCARE, INC.,)	NHH	NONE	NONE	8
	305342		SHAVER,ELECTRIC	9681		3M(ARIZANT HEALTHCARE, INC.,)	NHH	NONE	NONE	8
	305343		SHAVER,ELECTRIC	9681		3M(ARIZANT HEALTHCARE, INC.,)	NHH	NONE	NONE	8
	305344		SHAVER,ELECTRIC	9681		3M(ARIZANT HEALTHCARE, INC.,)	NHH	NONE	NONE	8
	305345		SHAVER,ELECTRIC	9681		3M(ARIZANT HEALTHCARE, INC.,)	NHH	NONE	NONE	8
	305346		SHAVER,ELECTRIC	9681		3M(ARIZANT HEALTHCARE, INC.,)	NHH	NONE	NONE	8
	305347		SHAVER,ELECTRIC	9681		3M(ARIZANT HEALTHCARE, INC.,)	NHH	NONE	NONE	8
	305348		SHAVER,ELECTRIC	9681		3M(ARIZANT HEALTHCARE, INC.,)	NHH	NONE	NONE	8

* - Inactive, Int - Next Scheduled Interval, Risk - Risk Factor, DI - Device Inclusion



1/4/2019 12:54:40 PM

HEMS Enterprise

Equipment Inventory Report

NHH-NEW HAMPSHIRE HOSPITAL

Report Description: This report displays the Equipment Inventory information.

ePHI	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	305349		SHAVER,ELECTRIC	9681		3M(ARIZANT HEALTHCARE, INC.,)	NHH	NONE	NONE	8
	305350		SHAVER,ELECTRIC	9681		3M(ARIZANT HEALTHCARE, INC.,)	NHH	NONE	NONE	8
	305351		SHAVER,ELECTRIC	9681		3M(ARIZANT HEALTHCARE, INC.,)	NHH	NONE	NONE	8
	305352		BATTERY CHARGER	9682	3M Shaver Charger	3M(ARIZANT HEALTHCARE, INC.,)	NHH	NONE	NONE	8
	305354		BATTERY CHARGER	9682	3M Shaver Charger	3M(ARIZANT HEALTHCARE, INC.,)	NHH	NONE	NONE	8
	305355		BATTERY CHARGER	9682	3M Shaver Charger	3M(ARIZANT HEALTHCARE, INC.,)	NHH	NONE	NONE	8
	305356		BATTERY CHARGER	9682	3M Shaver Charger	3M(ARIZANT HEALTHCARE, INC.,)	NHH	NONE	NONE	8
	305357		BATTERY CHARGER	9682	3M Shaver Charger	3M(ARIZANT HEALTHCARE, INC.,)	NHH	NONE	NONE	8
	305358		BATTERY CHARGER	9682	3M Shaver Charger	3M(ARIZANT HEALTHCARE, INC.,)	NHH	NONE	NONE	8
	305359		BATTERY CHARGER	9682	3M Shaver Charger	3M(ARIZANT HEALTHCARE, INC.,)	NHH	NONE	NONE	8

* - Inactive, Int - Next Scheduled Interval, Risk - Risk Factor, DI - Device Inclusion

HEMS Enterprise

Equipment Inventory Report

NHH-NEW HAMPSHIRE HOSPITAL

Report Description: This report displays the Equipment Inventory information.

ePHI	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	305360		BATTERY CHARGER	9682	3M Shaver Charger	3M(ARIZANT HEALTHCARE, INC.)	NHH	NONE	NONE	8
	305361		BATTERY CHARGER	9682	3M Shaver Charger	3M(ARIZANT HEALTHCARE, INC.)	NHH	NONE	NONE	8
	305362		BATTERY CHARGER	9682	3M Shaver Charger	3M(ARIZANT HEALTHCARE, INC.)	NHH	NONE	NONE	8
	305363		BATTERY CHARGER	9682	3M Shaver Charger	3M(ARIZANT HEALTHCARE, INC.)	NHH	NONE	NONE	8
	305364		BATTERY CHARGER	9682	3M Shaver Charger	3M(ARIZANT HEALTHCARE, INC.)	NHH	NONE	NONE	8
	305365		BATTERY CHARGER	9682	3M Shaver Charger	3M(ARIZANT HEALTHCARE, INC.)	NHH	NONE	NONE	8
	305366		BATTERY CHARGER	9682	3M Shaver Charger	3M(ARIZANT HEALTHCARE, INC.)	NHH	NONE	NONE	8
	305367		BATTERY CHARGER	9682	3M Shaver Charger	3M(ARIZANT HEALTHCARE, INC.)	NHH	NONE	NONE	8
	305368		BATTERY CHARGER	9682	3M Shaver Charger	3M(ARIZANT HEALTHCARE, INC.)	NHH	NONE	NONE	8
	305369		BATTERY CHARGER	9682	3M Shaver Charger	3M(ARIZANT HEALTHCARE, INC.)	NHH	NONE	NONE	8

* - Inactive, Int - Next Scheduled Interval, Risk - Risk Factor, DI - Device Inclusion



1/4/2019 12:54:40 PM

HEMS Enterprise

Equipment Inventory Report

NHH-NEW HAMPSHIRE HOSPITAL

Report Description: This report displays the Equipment Inventory information.

ePHI	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	305370		BATTERY CHARGER	9682	3M Shaver Charger	3M(ARIZANT HEALTHCARE, INC.,)	NHH	NONE	NONE	8
	305371		BATTERY CHARGER	9682	3M Shaver Charger	3M(ARIZANT HEALTHCARE, INC.,)	NHH	NONE	NONE	8
	305372		BATTERY CHARGER	9682	3M Shaver Charger	3M(ARIZANT HEALTHCARE, INC.,)	NHH	NONE	NONE	8
	305373		BATTERY CHARGER	9682	3M Shaver Charger	3M(ARIZANT HEALTHCARE, INC.,)	NHH	NONE	NONE	8
	305377	045734	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE	11
	305378	C860035844	COMPRESSION UNIT	HEMO FORCE	Serial Compression Device	MEDLINE INDUSTRIES INC	NHH	NONE	NONE	10
	305379	C860035749	COMPRESSION UNIT	HEMO FORCE	Serial Compression Device	MEDLINE INDUSTRIES INC	NHH	NONE	NONE	10
	305384	B4500134	SCANNER,ULTRASO UND,BLADDER	BVI 9400	BLADDER PHANTOM	VERATHON INC (SATURN BIOMED,DIAGN OSTIC ULTRASOUND)	NHH	NONE	NONE	10
	305394	0098392	CONCENTRATOR,OX YGEN	Simply Go	Simply Go	PHILIPS MEDICAL SYSTEMS (AGILENT,HEW LETT PACKARD)	NHH	NONE	NONE	13

* - Inactive, Int - Next Scheduled Interval, Risk - Risk Factor, DI - Device Inclusion



Equipment Inventory Report

NHH-NEW HAMPSHIRE HOSPITAL

Report Description: This report displays the Equipment Inventory information.

ePHI	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	305395	0098242	CONCENTRATOR,OX YGEN	Simply Go	Simply Go	PHILIPS MEDICAL SYSTEMS (AGILENT,HEW LETT PACKARD)	NHH	NONE	NONE	13
	305401	046510	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE	11
	305402	046508	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE	11
	305403	046511	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE	11
	305404	046509	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE	11
	305405	2132755-000	WARMER,BLANKET,I NFUSION	P-2055	P-2055	PEDIGO PRODUCTS INC	NHH	NONE	NONE	8
	305706	051037	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE	11
	305708	051040	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE	11
	305712	051048	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE	11
	305714	051052	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE	11
	305716	051027	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE	11

* - Inactive, Int - Next Scheduled Interval, Risk - Risk Factor, DI - Device Inclusion



1/4/2019 12:54:40 PM

HEMS Enterprise

Equipment Inventory Report

Report Description: This report displays the Equipment Inventory information.

NHH-NEW HAMPSHIRE HOSPITAL

ePHI	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	305718	051049	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE	11
	305720	051046	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE	11
	305722	051045	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE	11
	305724	051407	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE	11
	305726	051043	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE	11
	305728	051042	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE	11
	305730	051038	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE	11
	305732	051051	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE	11
	305734	051054	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE	11
	305738	051055	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE	11
	305740	051044	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE	11

* - Inactive, Int - Next Scheduled Interval, Risk - Risk Factor, DI - Device Inclusion



1/4/2019 12:54:40 PM

HEMS Enterprise

Equipment Inventory Report

NHH-NEW HAMPSHIRE HOSPITAL

Report Description: This report displays the Equipment Inventory information.

ePHI	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	305742	051034	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE	11
	305744	051035	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE	11
	305746	051036	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE	11
	305748	051033	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE	11
	305750	051029	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE	11
	305752	051053	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE	11
	305754	051032	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE	11
	305756	051031	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE	11
	305758	051028	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE	11
	305760	051039	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE	11
	305762	051030	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE	11

* - Inactive, Int - Next Scheduled Interval, Risk - Risk Factor, DI - Device Inclusion



1/4/2019 12:54:40 PM

HEMS Enterprise

Equipment Inventory Report

NHH-NEW HAMPSHIRE HOSPITAL

Report Description: This report displays the Equipment Inventory information.

ePHI	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	305967	B4501145	SCANNER, ULTRASO UND, BLADDER	BVI 9400	BLADDER PHANTOM	VERATHON INC (SATURN BIOMED, DIAGN OSTIC ULTRASOUND) 3M (ARIZANT HEALTHCARE, INC.,)	NHH	NONE	NONE	10
	306353		BATTERY CHARGER	9682	3M Shaver Charger		NHH	NONE	NONE	8
	344542	344542	CONCENTRATOR, OX YGEN	IRC10LX02	PLATINUM 10	INVACARE CORP	NHH	NONE	NONE	13
	66751	9902 15379	BED, ELECTRIC	SECURE 3000	SECURE 3000	STRYKER MEDICAL(ADEL MEDICAL LTD SUB STRYKER CORP)	NHH	NONE	NONE	12
	66752	9902 15187	BED, ELECTRIC	SECURE 3000	SECURE 3000	STRYKER MEDICAL(ADEL MEDICAL LTD SUB STRYKER CORP)	NHH	NONE	NONE	12
	66754	9902 15361	BED, ELECTRIC	SECURE 3000	SECURE 3000	STRYKER MEDICAL(ADEL MEDICAL LTD SUB STRYKER CORP)	NHH	NONE	NONE	12
	66756	9902 15057	BED, ELECTRIC	SECURE 3000	SECURE 3000	STRYKER MEDICAL(ADEL MEDICAL LTD SUB STRYKER CORP)	NHH	NONE	NONE	12
	66758	9902 15193	BED, ELECTRIC	SECURE 3000	SECURE 3000	STRYKER MEDICAL(ADEL MEDICAL LTD SUB STRYKER CORP)	NHH	NONE	NONE	12



Equipment Inventory Report

NHH-NEW HAMPSHIRE HOSPITAL

Report Description: This report displays the Equipment Inventory information.

ePHI	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	66759	9902 15903	BED,ELECTRIC	SECURE 3000	SECURE 3000	STRYKER MEDICAL(ADEL MEDICAL LTD SUB STRYKER CORP)	NHH	Room 205	NONE	12
	66760	9902 15391	BED,ELECTRIC	SECURE 3000	SECURE 3000	STRYKER MEDICAL(ADEL MEDICAL LTD SUB STRYKER CORP)	NHH	NONE	NONE	12
	66761	9902 15186	BED,ELECTRIC	SECURE 3000	SECURE 3000	STRYKER MEDICAL(ADEL MEDICAL LTD SUB STRYKER CORP)	NHH	NONE	NONE	12
	66786	PG700214	LIFT,PATIENT	FGA-700	FGA-700	PRISM MEDICAL (WAVERLY GLEN)	NHH	Storage Laundry Building	NONE	10
	70927	200715465	MONITOR,NIBP,SPO2 ,TEMP	SPOT VITAL SIGNS	SPOT VITAL SIGNS	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	WAREHOUSE	NONE	10
	70933	200722709	MONITOR,NIBP,SPO2 ,TEMP	SPOT VITAL SIGNS	SPOT VITAL SIGNS	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	D UNIT	NONE	10
	70934	200715619	MONITOR,NIBP,SPO2 ,TEMP	SPOT VITAL SIGNS	SPOT VITAL SIGNS	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	D UNIT	NONE	10
	70935	200722124	MONITOR,NIBP,SPO2 ,TEMP	SPOT VITAL SIGNS	SPOT VITAL SIGNS	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	E UNIT	NONE	10

* - Inactive, Int - Next Scheduled Interval, Risk - Risk Factor, DI - Device Inclusion




1/4/2019 12:54:40 PM

HEMS Enterprise

Equipment Inventory Report

NHH-NEW HAMPSHIRE HOSPITAL

Report Description: This report displays the Equipment Inventory information.

ePHI	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	70936	200722138	MONITOR,NIBP,SPO2 ,TEMP	SPOT VITAL SIGNS	WELCH ALLYN INC (TYCOS,MEDICAL RESEARCH LABS)	NHH	J203	NONE	10	
	70937		SCANNER,ULTRASO UND,BLADDER	BVI 9400	BLADDER PHANTOM	VERATHON INC (SATURN BIOMED,DIAGN OSTIC ULTRASOUND)	NHH	F148A	NONE	10
	70939	120200035032	NEBULIZER	S3000*	S3000*	SCHUCO INC	NHH	NONE	NONE	12
	70940	12060004563	NEBULIZER	S3000*	S3000*	SCHUCO INC	NHH	G248A	NONE	12
	70941	030200030596	NEBULIZER	S3000*	S3000*	SCHUCO INC	NHH	H248A	NONE	12
	70942	201312832	MONITOR,NIBP,SPO2 ,TEMP	SPOT VITAL SIGNS	WELCH ALLYN INC (TYCOS,MEDICAL RESEARCH LABS)	NHH	NONE	NONE	10	
	70943	060500042679	NEBULIZER	S3000*	S3000*	SCHUCO INC	NHH	J233	NONE	12
	70944	201312835	MONITOR,NIBP,SPO2 ,TEMP	SPOT VITAL SIGNS	WELCH ALLYN INC (TYCOS,MEDICAL RESEARCH LABS)	NHH	J UNIT	NONE	10	
	70945	201312837	MONITOR,NIBP,SPO2 ,TEMP	SPOT VITAL SIGNS	WELCH ALLYN INC (TYCOS,MEDICAL RESEARCH LABS)	NHH	J UNIT	NONE	10	

* - Inactive, Int - Next Scheduled Interval, Risk - Risk Factor, DI - Device Inclusion



1/4/2019 12:54:40 PM

HEMS Enterprise

Equipment Inventory Report

NHH-NEW HAMPSHIRE HOSPITAL

Report Description: This report displays the Equipment Inventory information.

ePHI	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	70946	200722145	MONITOR,NIBP,SP02 ,TEMP	SPOT VITAL SIGNS	SPOT VITAL SIGNS	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	J UNIT	NONE	10
	70947	060500042676	NEBULIZER	S3000*	S3000*	SCHUCO INC	NHH	J UNIT	NONE	12
	70948	06177678	THERMOMETER,ELE CTRONIC	692	692	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	NERS	NONE	10
	70949	04339058	THERMOMETER,ELE CTRONIC	692	692	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	NERS	NONE	10
	70950	030200030594	NEBULIZER	S3000*	S3000*	SCHUCO INC	NHH	WAREHOUSE	NONE	12
	71006	104828035165	BP GAUGE	CE0297	CE0297	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	C148A	NONE	10
	71007		OTO/OPTHALMOSCO PE	GS777	GS777	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	C148A	NONE	7
	71008	V1649795	TABLE,EXAM	204-001	204-001	MIDMARK CORP(RITTER TYCOS DIV SYBRON,MDX MATRIX)	NHH	C148A	NONE	6
	71009		LIGHT,EXAM	250-001	LIGHT,EXAM	MIDMARK CORP(RITTER TYCOS DIV SYBRON,MDX MATRIX)	NHH	PATIENT ADMISSIONS	NONE	7

* - Inactive, Int - Next Scheduled Interval, Risk - Risk Factor, DI - Device Inclusion



1/4/2019 12:54:40 PM

HEMS Enterprise

Equipment Inventory Report

Report Description: This report displays the Equipment Inventory information.

NHH-NEW HAMPSHIRE HOSPITAL

ePHI	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	71010	8813355714024 6	SCALE,ADULT	NO MODEL- SECA 02	NO MODEL- SECA 02	SECA CORP	NHH	PATIENT ADMISSIONS	NONE	10
	71013		OTO/OPTHALMOSCO PE	GS777	GS777	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	PATIENT ADMISSIONS	NONE	7
	71014	140828033245	BP GAUGE	CE0297	CE0297	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	PATIENT ADMISSIONS	NONE	10
	71015		LIGHT,EXAM	250-001	LIGHT,EXAM	MIDMARK CORP(RITTER TYCOS DIV SYBRON,MDX MATRIX)	NHH	PATIENT ADMISSIONS	NONE	7
	71016	V1649794	TABLE,EXAM	204-001	204-001	MIDMARK CORP(RITTER TYCOS DIV SYBRON,MDX MATRIX)	NHH	PATIENT ADMISSIONS	NONE	6
	71017	1574067-000	WARMER,BLANKET,I NFUSION	P-2055	P-2055	PEDIGO PRODUCTS INC	NHH	PATIENT ADMISSIONS	NONE	8
	75431	100061181516	ELECTROCARDIOGR APH	CP150	CP 150	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	NONE	NONE	10
	80301	200722141error	MONITOR,NIBP,SPO2 TEMP	SPOT VITAL SIGNS	SPOT VITAL SIGNS	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	H UNIT	NONE	10

* - Inactive, Int - Next Scheduled Interval, Risk - Risk Factor, DI - Device Inclusion



Equipment Inventory Report

NHH-NEW HAMPSHIRE HOSPITAL

Report Description: This report displays the Equipment Inventory information.

ePHI	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	80302	200722140	MONITOR,NIBP,SPO2 ,TEMP	SPOT VITAL SIGNS	SPOT VITAL SIGNS	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	H UNIT	NONE	10
	80303	13GF044502	CONCENTRATOR,OX YGEN	IRC10LX02	PLATINUM 10	INVACARE CORP	NHH	J UNIT	NONE	13
	80304	120600045462	NEBULIZER	S3000*	S3000*	SCHUCO INC	NHH	C148A	NONE	12
	80305	201720	THERMOMETER,INF RARED	THERMOSCAN	THERMOSCAN	B BRAUN MEDICAL INC (MCGAW INC)	NHH	J UNIT	NONE	11
	80343	201635508	MONITOR,NIBP,SPO2 ,TEMP	42NTB	42NTB	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	I AND J UNIT	NONE	10
	80344	201635518	MONITOR,NIBP,SPO2 ,TEMP	42NTB	42NTB	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	I AND J UNIT	NONE	10
	86534	LTC8194813	NEBULIZER	PULMONEB LT	PULMONEB LT	DEVILBISS HEALTH CARE	NHH	NONE	NONE	12
	86535	LTC8194816	NEBULIZER	PULMONEB LT	PULMONEB LT	DEVILBISS HEALTH CARE	NHH	NONE	NONE	12
	86536	LTC8206082	NEBULIZER	PULMONEB LT	PULMONEB LT	DEVILBISS HEALTH CARE	NHH	NONE	NONE	12
	86537	LTC8194814	NEBULIZER	PULMONEB LT	PULMONEB LT	DEVILBISS HEALTH CARE	NHH	NONE	NONE	12

* - Inactive, Int - Next Scheduled Interval, Risk - Risk Factor, DI - Device Inclusion



1/4/2019 12:54:40 PM

HEMS Enterprise

Equipment Inventory Report

Report Description: This report displays the Equipment Inventory information.

NHH-NEW HAMPSHIRE HOSPITAL

ePHI	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	86538	LTC8206079	NEBULIZER	PULMONEB LT	PULMONEB LT	DEVILBISS HEALTH CARE	NHH	NONE	NONE	12
	86539	LTC8206080	NEBULIZER	PULMONEB LT	PULMONEB LT	DEVILBISS HEALTH CARE	NHH	NONE	NONE	12
	86540	LTC8194811	NEBULIZER	PULMONEB LT	PULMONEB LT	DEVILBISS HEALTH CARE	NHH	NONE	NONE	12
	86541	LTC8194815	NEBULIZER	PULMONEB LT	PULMONEB LT	DEVILBISS HEALTH CARE	NHH	NONE	NONE	12
	86542	LTC8194812	NEBULIZER	PULMONEB LT	PULMONEB LT	DEVILBISS HEALTH CARE	NHH	NONE	NONE	12
	86543	LTC8206083	NEBULIZER	PULMONEB LT	PULMONEB LT	DEVILBISS HEALTH CARE	NHH	NONE	NONE	12
	A305272	A305272	THERMOMETER,INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	NHH	J UNIT	NONE	11
	A620535	A620535	THERMOMETER,INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	NHH	J UNIT	NONE	11
	A620551	A620551	THERMOMETER,INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	NHH	J UNIT	NONE	11
	A626828	A626828	THERMOMETER,INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	NHH	J UNIT	NONE	11

* - Inactive, Int - Next Scheduled Interval, Risk - Risk Factor, DI - Device Inclusion



1/4/2019 12:54:40 PM

HEMS Enterprise

Equipment Inventory Report

NHH-NEW HAMPSHIRE HOSPITAL

Report Description: This report displays the Equipment Inventory information.

ePHI	Control #	Serial #	Eq Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	A626839	A626839	THERMOMETER,INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	NHH	J UNIT	NONE	11
	A677333	A677333	THERMOMETER,INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	NHH	J UNIT	NONE	11
	A677956	A677956	THERMOMETER,INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	NHH	J UNIT	NONE	11
	A677970	A677970	THERMOMETER,INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	NHH	J UNIT	NONE	11
	A800843	A800843	THERMOMETER,INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	NHH	J UNIT	NONE	11
	A800847	A800847	THERMOMETER,INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	NHH	J UNIT	NONE	11
	A800854	A800854	THERMOMETER,INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	NHH	J UNIT	NONE	11



Equipment Inventory Report

NHH-NEW HAMPSHIRE HOSPITAL

Report Description: This report displays the Equipment Inventory information.

ePHI	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	A800886	A800886	THERMOMETER,INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	NHH	J UNIT	NONE	11



1/4/2019 12:54:40 PM

* - Inactive, Int - Next Scheduled Interval, Risk - Risk Factor, DI - Device Inclusion

HEMS Enterprise

Appendix C - NHH Equipment List

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name:

Budget Request for:

(Name of RFP)

Budget Period:

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Indirect As A Percent of Direct

#DIV/0!

Appendix E

Program Staff List						
New Hampshire Department of Health and Human Services						
COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR						
Proposal Agency Name: _____						
Program: _____						
Budget Period: _____						
A	B	C	D	E	E	F
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week	Amnt Funded by this program for Budget Period	Amnt Funded by other sources for Budget Period	Site*
Example:						
Program Coordinator	Sandra Smith	\$21.00	40	\$43,680	\$43,680	
Administrative Salaries						
Total Admin. Salaries				\$0	\$0	
Direct Service Salaries						
Total Direct Salaries				\$0	\$0	
Total Salaries by Program				\$0.00	\$0.00	
Please note, any forms downloaded from the DHHS website will NOT calculate. Forms will be sent electronically via e-mail to all programs submitting a Letter of Intent by the due date.						
*Please list which site(s) each staff member works at, if your agency has multiple sites.						

Appendix F Contract Monitoring Provisions

All vendors responding to Department-issued Requests for Proposals (RFPs), Requests for Bids (RFBs), or Requests for Applications (RFAs) must complete and return pages 3 & 4 of Appendix F, as a required attachment.

1. Definitions

- 1.1. Department – NH Department of Health and Human Services (DHHS).
- 1.2. Vendors – non-state agency external entities with which the Department intends to enter into a legal agreement. Component units of the State shall be considered vendors (e.g., University of New Hampshire, Community College System of New Hampshire).
- 1.3. Subrecipients – vendors issued funds to provide goods or services on behalf of the Department to the public. In accordance with [2 CFR 200.330](#), characteristics which support the classification of a subrecipient include when the non-Federal entity:
 - 1.3.1. Determines who is eligible to receive what Federal assistance;
 - 1.3.2. Has its performance measured in relation to whether objectives of a Federal program were met;
 - 1.3.3. Has responsibility for programmatic decision making;
 - 1.3.4. Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
 - 1.3.5. In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the Department.
- 1.4. Contractors – vendors issued funds to provide goods or services to the Department. In accordance with [2 CFR 200.330](#), characteristics indicative of a contractor are when the vendor:
 - 1.4.1. Provides the goods and services within normal business operations;
 - 1.4.2. Provides similar goods or services to many different purchasers;
 - 1.4.3. Normally operates in a competitive environment;
 - 1.4.4. Provides goods or services that are ancillary to the operation of the Federal program; and
 - 1.4.5. Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

2. Vendor Identification & Risk Assessment

- 2.1. The Department shall identify **ALL** vendors receiving federal, general, or other funds as either a Subrecipient or a Contractor, as defined in Section 1, above and in 2 CFR 200.330.
- 2.2. The Department shall complete a risk assessment of Subrecipients to evaluate their risk of non-compliance with Federal and State statutes and regulations, as well as the terms and conditions of the contract.
- 2.3. The Department shall assess vendor risk utilizing multiple factors that include, but are not limited to:
 - 2.3.1. Grant management experience.
 - 2.3.2. Documented history of non-performance or non-compliance.

Appendix F Contract Monitoring Provisions

- 2.3.3. Audit findings.
- 2.3.4. Recent personnel or system changes.
- 2.3.5. Financial solvency.
- 2.3.6. Adequacy of internal controls.

3. Contract Monitoring

- 3.1. The Department shall determine if enhanced monitoring is necessary to address any risks identified through the risk assessment referenced in Section 2, above.
- 3.2. The Department shall incorporate contract monitoring procedures and activities into final contracts to address identified risks, which may include but are not limited to:
 - 3.2.1. Requesting vendors to provide fiscal reports and documentation behind reports to the Department for review.
 - 3.2.2. Reviewing vendor reporting processes and systems for data integrity.
 - 3.2.3. Performing file reviews to ensure vendor compliance with state and federal laws and rules in the administration of the contract.
 - 3.2.4. Conducting site visits to assess vendor compliance with applicable contract objectives and requirements.
 - 3.2.5. Reviewing vendor expenditure details to ensure all expenditures are allowable and in compliance with Federal and State laws and other applicable policies or rules.
 - 3.2.6. Providing targeted training or technical assistance to vendors.
 - 3.2.7. Reviewing monthly financial data to assess vendor financial solvency.
- 3.3. The Department shall conduct contract monitoring activities as specified in resulting contracts.

4. Vendor Disqualification

- 4.1. The Department reserves the right to disqualify vendors from selection based on the results of the risk assessment described in Section 2 above.
- 4.2. The Department reserves the right to disqualify vendors who refuse to complete and return the Management Questionnaire on Page 3 and 4 of Appendix F, Contract Monitoring.
- 4.3. The Department intends to only disqualify a vendor that, based on the results of the risk assessment described in Section 2 above, poses an unmanageable degree of programmatic and/or financial risk that may greatly inhibit the vendor's ability to execute the provisions of the contract.
- 4.4. The Department considers an unmanageable degree of risk to be present when:
 - 4.4.1. The vendor appears to be financially unstable based on the Department's analysis of the vendor's audited financial statements; and/or
 - 4.4.2. The identified programmatic risks may severely inhibit the vendor's ability to execute the contract in accordance with the requirements therein.
- 4.5. In the event that the Department disqualifies a vendor from selection, the vendor shall have no right to appeal the Department's decision. Any review shall be in accordance with NH. RSA 21-G:37, IV.

Appendix F Contract Monitoring Provisions

Management Questionnaire

All vendors responding to Department-issued Requests for Proposals (RFPs), Requests for Bids (RFBs), or Requests for Applications (RFAs) must complete and return this Management Questionnaire.

	Question	YES	NO	N/A
1.	During the past 18 months, have you experienced staff turnover in positions that will be involved in the administration of the contract or MOU?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
2.	Will you subcontract any part of the work that will be required under the final contract or MOU to other entities?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
3.	Have you managed the same or a similar contract or program during one of the last five (5) calendar years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
4.	Have you received federal funds from DHHS through a contract, MOU, or other legal agreement during one of the last five (5) calendar years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
5.	Were you ever provided formal written notification from the Department that you were in non-compliance or failed to perform in accordance with contract provisions or requirements?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
6.	Based on your understanding of the future requirements of the contract or MOU, will your organization determine whether individuals, institutions, or businesses will be eligible to receive services or financial assistance?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
7.	Is your organization a for-profit organization, foreign entity, or foundation?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
8.	Was your organization incorporated more than two years ago?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
9.	Did you have an audit performed in accordance with A-133 (Single Audit) standards for your most recently completed fiscal year?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
10.	If you had an audit performed in accordance with A-133 (Single Audit) standards by an external entity or an audit performed by a state or federal agency during the most recently completed fiscal year, did the audit include any findings?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
11.	Has your organization implemented a new accounting, financial, or programmatic IT system within the last two years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
12.	Are you aware of any ongoing or pending lawsuits filed against your organization?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
13.	Does your accounting system identify the receipt and expenditure of program funds separately by each contract/grant, and by line item categories?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

Appendix F Contract Monitoring Provisions

	Question	YES	NO	N/A
14.	Do you have procedures to ensure expenditures are reviewed by an independent person to determine that all expenditures are allowable under the terms of the contract as well as federal and state regulations, laws and rules?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
15.	Are time distribution records maintained for each employee performing contracted services that account for time spent working on the contract versus time spent on all other activities?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
16.	Does your property management system maintain a description of equipment, acquisition date, funding source, location and condition?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
17.	Does your financial system compare amounts spent to date with budgeted amounts for each award?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
18.	Does your accounting/financial system include budgetary controls to prevent incurring obligations in excess of total funds available for a grant or a cost category (i.e., personnel costs, equipment, travel)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
19.	If you intend to subcontract a portion of the work under the resulting contract to another entity, do you have competitive bid procedures for purchases and personal services contracts compliant with state and federal regulations, laws, and rules?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
20.	If you intend to subcontract a portion of the work under the resulting contract to another entity, do you have written policies and procedures for subrecipient/contractor determinations, risk assessments, and subrecipient monitoring as required under Federal Uniform Guidance (2 CFR 200.330 & 331 et. seq.)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
21.	Does your organization maintain a formal system of segregation of duties for procurement, time keeping, and bank statement reconciliation activities?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
22.	Do you maintain written policy and procedures for all aspects of financial transactions and accounting related to time keeping, a record retention, procurement, and asset management that are compliant with Federal Uniform Guidance requirements (2 CFR 200.300 et seq.)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

I hereby declare that the answers provided in the Management Questionnaire of Appendix F, Contract Monitoring Provisions, are accurate and true to the best of my knowledge.

Signature

Printed Name & Job Title

Date